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Director  
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April 29, 1999

NOTICE OF EX PARTE PRESENTATION

Magalie Roman Salas, Esq.  
Secretary  
Federal Communications Commission  
The Portals  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

EX PARTE OR LATE FILED  
**RECEIVED**  
APR 29 1999  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: *In the Matter of Applications for Transfer of Control to SBC  
Communications Inc. of Licenses and Authorizations Held by Ameritech  
Corporation, CC Docket No. 98-141*

Dear Ms. Salas:

Please be advised that yesterday morning Paul K. Mancini, SBC Communications Inc., James Smith, Ameritech-Ohio, and Richard Hetke, Ameritech Corp. met with Robert C. Atkinson, Thomas Krattenmaker, Carol E. Matthey, Michelle Carey, and William Dever of the Commission's staff in connection with the above-referenced transfer of control applications. In connection with Chairman Kennard's April 1, 1999 letter to Messrs. Whitacre and Notebaert, we discussed several potential conditions concerning opening local markets to competition (including access to local transport, unbundled network elements, inside wiring in multiple dwelling units and UNE pricing). In addition, we generally discussed the status of section 271 collaborative processes in SBC's states and provided the attached document for the staff's reference and information.

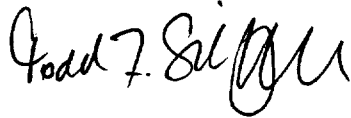
Yesterday afternoon, Messrs. Mancini, Smith and Hetke met with Messrs. Atkinson, Krattenmaker, Dever, Ms. Matthey, and Mr. Jake E. Jennings, and discussed potential conditions regarding local interconnection (including access to combinations of UNEs, intellectual property issues, and OSS), advanced services and compliance mechanisms.

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Magalie Roman Salas, Esq.  
Page 2

In accordance with the Commission's rules concerning ex parte presentations, one copy of this notice is provided herewith. Please call me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Todd F. Silbergeld". The signature is fluid and cursive, with the first name "Todd" and last name "Silbergeld" clearly distinguishable.

Todd F. Silbergeld  
Director-Federal Regulatory

Attachment

cc: Mr. Atkinson  
Mr. Krattenmaker  
Ms. Matthey  
Ms. Carey  
Mr. Jennings  
Mr. Dever

SWB  
APRIL 26, 1999

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APR 29 1999

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

PROJECT NO. 16251

INVESTIGATION OF SOUTHWESTERN § PUBLIC UTILITY COMMISSION  
BELL TELEPHONE COMPANY'S §  
ENTRY INTO TEXAS INTERLATA § OF TEXAS  
TELECOMMUNICATIONS MARKET §

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April 26, 1999

ALJ Katherine D. Farroba  
Public Utility Commission of Texas  
1701 North Congress  
Austin, TX 78701

**Re: Project No. 16251 – Memorandum of Understanding**

Dear Judge Farroba:

As a result of the tremendous efforts of the Public Utility Commission, its staff, the Competitive Local Exchange Carriers and Southwestern Bell throughout the extensive collaborative process, Texas now has an opportunity to become the first State in the nation to offer its citizens full and open competition for all telecommunications services—making Texas a world leader in successfully opening its telecommunications market to all providers.

By charting a course for interLATA relief under section 271 throughout this collaborative process, the Commission has demonstrated its commitment to ensure that Texas is second to none in telecommunications. With the commitments made by Southwestern Bell in the collaborative process and in the accompanying documents, Southwestern Bell will have fully satisfied the 14 point checklist. Subject to satisfactory completion of OSS testing, Southwestern Bell is seeking Commission concurrence that the local telecommunications market in Texas is fully open to competition such that Southwestern Bell's entry into the interLATA toll market is appropriate.

ALJ Katherine D. Farroba  
Project No. 16251  
April 26, 1999  
Page 2

Attached for filing is a Memorandum of Understanding which, along with attachments, sets out Southwestern Bell's obligations regarding collocation, provision of unbundled network elements, reciprocal compensation, xDSL and other advanced services technology, MLT testing and performance measurements, as well as the numerous commitments made on the record during the collaborative sessions. As stated in the Memorandum, if the terms of this document are acceptable to the Commission, Southwestern Bell will file a Proposed Interconnection Agreement that memorializes these commitments within 15 days of the Commission's action.

Sincerely,

Melanie S. Fannin

cc: Chairman Pat Wood, PUC (e-mail and hand delivered)  
Commissioner Brett Perlman, PUC (e-mail and hand delivered)  
Commissioner Judy Walsh, PUC (e-mail and hand delivered)  
Donna Nelson, Asst. Director, Legal Division, PUC (e-mail and  
hand delivered)  
Howard Siegel, Asst. Director, OPD, PUC (e-mail and hand delivered)  
Nara Srinivasa, Industry Analysis, PUC (e-mail and hand delivered)  
Rick Guzman, Office of Public Utility Counsel (e-mail and  
hand delivered)  
Parties of Record (e-mail and hand delivered or overnight delivery)

## **MEMORANDUM OF UNDERSTANDING**

April 26, 1999

**To:           Chairman Wood:  
                Commissioner Walsh:  
                Commissioner Perlman:**

**From:       James B. Shelley, President-Texas Regulatory**

**Re:   Project No. 16251: Results of the Collaborative Process**

---

Southwestern Bell Telephone Company ("SWBT") submits this memorandum (the "Memorandum") and its attachments to confirm the results of the Collaborative Process. If the terms of this Memorandum are acceptable to the Public Utility Commission of Texas (Commission), SWBT will file implementation documents within fifteen days of Commission action approving this proposal.

SWBT's implementation documents will consist of a proposed interconnection agreement (the "Proposed Interconnection Agreement"). The terms of the Proposed Interconnection Agreement will include the terms of the current AT&T Interconnection Agreement amended to reflect:

- additional terms incorporating commitments made by SWBT as a result of the Collaborative Process work sessions, as set out in Attachment A to this Memorandum; and
- provisions addressing the additional commitments on core issues, as set out in Attachment B to this Memorandum.

The terms, conditions and prices contained in the Proposed Interconnection Agreement will be approved by the Commission if, within 30 days of SWBT's filing of the Proposed Interconnection Agreement, the Commission finds the Proposed Interconnection Agreement adequately incorporates the results of the Collaborative Process and the commitments contained in Attachments A & B. The Proposed Interconnection Agreement will be available to any requesting CLEC for a period of one (1) year from the date the Commission approves the Proposed Interconnection Agreement and finds that the terms and conditions of the Proposed Interconnection

Agreement, when implemented, meet the requirements of Section 271(c), conditioned only upon the completion of Project No. 20000. If the FCC approves SWBT's Section 271 application, the Proposed Interconnection Agreement will be automatically extended for a period of three years. SWBT and any CLEC operating under the Proposed Interconnection Agreement must begin negotiation of a new agreement no later than 135 days prior to expiration. The terms of the Proposed Interconnection Agreement will remain available during this period of renegotiations and for a period not to exceed 135 days after expiration for completion of any necessary arbitration of a replacement agreement.

## **ATTACHMENT A**

### **COLLABORATIVE PROCESS COMMITMENTS BY SOUTHWESTERN BELL TELEPHONE COMPANY**

Pursuant to the April 26, 1999 Memorandum of Understanding from Southwestern Bell Telephone Company (SWBT) to the Public Utility Commission of Texas, SWBT submits this document to memorialize the commitments SWBT made to its CLEC customers and to the Commission during the collaborative process in Project No. 16251.

In this document, SWBT has not attempted to capture the minute details of every collaborative work session since July 1998, but instead has set forth the final results of those collaborative efforts between SWBT, Commission Staff and the CLEC participants. For greater details of the commitments and progress that have been made to open the local telecommunications market in Texas, refer to 1) commitments SWBT has made on the record in Project No. 16251, 2) the Commission Staff's November 18, 1998 Final Status Report in Project No. 16251, as well as the numerous follow-up filings by SWBT.

#### **PUBLIC INTEREST COMMITMENTS**

1. SWBT has already made several, and commits to continue, process improvements designed to foster better relationships with and provide better service to its CLEC customers. Such improvements include, but are not limited to: restructuring its organizations and creating new departments to provide faster and better responses to CLECs; improved communications with CLECs through a greatly expanded Internet website, broadcast e-mails and user group meetings; distribution of customer satisfaction surveys; and creation of an Internal Escalation Process Intervals Policy.
2. SWBT further commits to following the Commission's arbitration awards and other decisions. SWBT, however, does not waive its right to appeal such awards or decisions, except as otherwise provided in the Memorandum of Understanding between SWBT and the Commission.
3. SWBT also commits to continue to work with its CLEC customers, and invites their feedback, to provide them a meaningful opportunity to compete in Texas.

## ATTACHMENT A

### COMPETITIVE CHECKLIST COMMITMENTS

#### *Checklist Item 1 – interconnection*

1. SWBT agrees to hold trunking meetings, monthly through June 1999 and thereafter as required, with interested CLECs to discuss trunk forecasts, shortage of facilities, and other topics related to providing adequate trunking in the local network.

2. SWBT agrees to allow CLECs to buy equipment from non-SWBT entities and then sell the equipment to SWBT to reduce CLEC costs. The virtual collocation tariff approved in Docket No. 19000 contains language that addresses this commitment.

#### *Checklist Item 2 – access to unbundled network elements*

1. The Commission deferred to a docket pending before the FCC relating to intellectual property rights and rights to use UNES; SWBT has committed to follow the FCC's decision in that docket.

#### *Checklist Item 3 – access to poles, conduits and rights of way*

1. The Commission found SWBT met this checklist item prior to the collaborative process. SWBT, however, commits to continue to provide nondiscriminatory access to poles, conduits and rights of way, pursuant to its interconnection agreements.

#### *Checklist Item 4 – unbundled loop*

1. SWBT agrees to provide 4-wire loops capable of supporting HDSL service on an unbundled loop, provided the subscriber to such service has adequate cable or channel capacity or other adequate means to provide 911 calls from the same location. SWBT will incorporate this 911 protection into its implementation process. Commission Staff clarified that wireless technologies shall not be considered "adequate means to provide 911 calls" unless they are ALI-capable.

2. xDSL – SWBT agrees to follow Docket Nos. 20226 and 20272 relating to the use of xDSL service consistent with the provisions of MOU Attachment B, Section III D.

## ATTACHMENT A

### *Checklist Item 5 – unbundled transport*

1. SWBT agrees to provide the multiplexer and unbundled dedicated transport as a UNE, consistent with how SWBT provides the same in the SWBT/AT&T interconnection agreement, subject to the Memorandum of Understanding between SWBT and the Commission.
2. SWBT commits to comply with Docket No. 18117 concerning cross-boundary trunking requests. SWBT also will provision two-way trunks to CLECs upon request.

### *Checklist Item 6 – unbundled local switching*

1. SWBT agreed with CLECs to provide an interim solution for billing originating 800 and terminating access and further committed to providing a permanent solution by March 31, 1999. This item has been completed. SWBT will absorb the costs of implementing the permanent solution for such access billing.
2. SWBT agrees to provide customized routing by line class codes and has developed costs and prices for the same at a CLEC's request. SWBT is willing to provide these costs and prices to any other CLEC and to submit them to the Commission for approval.
3. SWBT agrees to follow the decision in Docket No. 20025, relating to the use of unbundled local switching consistent with the provisions of MOU Attachment B, Section III D.

### *Checklist Item 7 – access to 911, OS and DA databases*

1. SWBT agrees to implement compare file capability for 911 listing verification by resellers and UNE-based carriers by the end of the second quarter, 1999.
2. SWBT has implemented ordering processes for 911 listing information to ensure that SWBT's customer information remains unchanged and that CLEC order entry errors on resale and UNE conversion service requests do not result in the introduction of error into the 911 database.

## ATTACHMENT A

3. SWBT has implemented ordering processes for directory listing and white pages information to ensure that customer listing information remains unchanged and that re-population of information is not required on resale and UNE combination and "stand alone" switch port orders.
4. SWBT has implemented mechanized process to ensure SWBT's LIDB record is not deleted from the LIDB database upon conversion of the end-user to service provided by a CLEC.
5. SWBT established a LIDB database users group.

### *Checklist Item 8 – white pages*

1. SWBT agrees to implement ALPSS/LIRA database by May 1, 1999, which will provide resellers and UNE-based carriers the ability to review and correct listings through the listing verification capability. ALPSS/LIRA also will enable carriers to choose whether their listings are interspersed or separate from SWBT's listings
2. SWBT agrees to permit CLECs to place their own advertisements on white pages directories by either providing CLECs bulk delivery of the directories or a "signature book" (i.e., a directory without a cover).

### *Checklist Item 9 – access to telephone numbers*

1. The Commission found SWBT met this checklist item prior to the collaborative process. SWBT, however, commits to continue to provide nondiscriminatory access to telephone numbers, pursuant to its interconnection agreements.

### *Checklist Item 10 – access to databases and associated signaling*

1. The Commission found SWBT met this checklist item prior to the collaborative process. SWBT, however, commits to continue to provide nondiscriminatory access to databases and associated signaling, pursuant to its interconnection agreements.

### *Checklist Item 11 – number portability*

## ATTACHMENT A

1. SWBT agrees to provide permanent number portability pursuant to FCC tariffs.
2. SWBT agrees to provide information on its Internet website relating to conversions from INP to LNP, as well as host forums with CLEC customers to discuss number portability issues.

### *Checklist Item 12 – local dialing parity*

1. SWBT agrees to extend to CLECs the same terms and arrangements it has with other ILECs or CLECs for similar two-way arrangements in areas where SWBT offers optional two-way EAS.

### *Checklist Item 13 – reciprocal compensation*

1. SWBT will follow this Commission's decisions on payment of reciprocal compensation for Internet traffic, subject to the final outcome of pending appeals of those decisions and the aforementioned Memorandum of Understanding.
2. SWBT has reached agreement with some CLECs on an interim solution relating to reciprocal compensation involving calls with UNEs or ported numbers. SWBT has agreed to make this interim solution available to any CLEC and also agrees to participate in meetings with the Commission and industry to develop a permanent solution for this industry-wide issue.
3. SWBT agrees to provide CLECs the option to enter into interconnection arrangements similar to the arrangements SWBT has with other ILECs for traffic within mandatory EAS, including ELCS.

### *Checklist Item 14 -- resale*

1. SWBT and its voice mail affiliate have implemented procedures that allow the voice mail product to remain working during the conversion of a SWBT local customer to a CLEC reseller.
2. SWBT commits to give CLECs at least 30 days advance notice of any promotion.

## ATTACHMENT A

3. SWBT agrees to follow the Commission's decision in Docket No. 17759, relating to the resale of ICB contracts, subject to appeals by either party after such decision is final.

### PERFORMANCE MEASURES COMMITMENTS

1. SWBT agrees to make available to any CLEC all performance measures and the Performance Remedy Plan resulting from the collaborative process.
2. SWBT commits to meet every six months with the CLECs and Commission Staff to review the performance measures approved by the Commission in this proceeding.
3. CLEC will have access to monthly reports on performance measures through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT's data.

### OSS COMMITMENTS

1. SWBT conformed its technical documentation to meet the development of its LEX and EDI interfaces through the December 19, 1998 EDI special release.
2. SWBT agrees to conduct monthly change management meetings with Commission Staff oversight at least through September 1999 and agrees to prepare and file minutes with the Commission within two weeks of each change management meetings.
3. SWBT implemented notepad/clipboard functionality for LEX and Verigate.
4. SWBT completed implementation of Phases I-III of order flow-through for EDI and LEX.
5. SWBT has provided to interested CLECs a list of SORD edits that have been moved up to LASR and which are slated to be moved up to LASR. Additional issues related to SORD edits are to be addressed in Docket 19000.
6. SWBT has implemented real time processing for orders submitted via LEX and EDI, and for return of FOC and SOC.

## ATTACHMENT A

7. SWBT has committed to implementation of electronic jeopardy notification coincident with industry guidelines and in accordance with the EDI change management process.
8. SWBT is implementing a mechanized interface between SHOTS and EDI/LEX, via LASR, to provide mechanical feeds for jeopardy situations.
9. SWBT has provided a guide to error codes used by SWBT for rejected orders on its Internet website.
10. SWBT has implemented a "fax back" program, confirming within one hour SWBT's receipt of faxed LSRs from carriers forwarding a manual log listing all of the attached LSRs.
11. SWBT has committed to implementation of EDI 9 and 10 for preordering. EDI 9 for preordering will be implemented in March of 1999; EDI 10 for preordering will be implemented via the change management process.
12. SWBT will make SORD available to CLECs by April 1, 1999.
13. To further improve the billing error resolution process, SWBT has enhanced its billing system error reports to sort by bill date. SWBT's Local Service Center also has created an error resolution team to deal specifically with clearing errors after completion and prior to posting. SWBT has committed to issuing a credit on any bills on which double billing may occur.

### SECTION 272 COMMITMENTS

1. SWBT and its long distance affiliate, Southwestern Bell Long Distance (SBLD), agree to comply with the FCC's rules and subsequent Section 271 decisions relating to the structural and nonstructural requirements for a Section 272 affiliate.
2. SWBT commits to maintain its Internet postings of affiliate agreements as follows:
  - (a) SWBT agrees to post the full text of all agreements between SWBT and Southwestern Bell Long Distance (SBLD) on its Internet website, including rates, terms, and conditions of those agreements, frequency of occurrence of transactions

## ATTACHMENT A

under the agreements, and information concerning the level, rate of pay, and quantity of employees who perform work under the agreements. SWBT also agrees to post summaries of the agreements on the Internet.

(b) SWBT agrees to post for each agreement, the states where SBLD's operations are supported by the agreement.

(c) SWBT agrees to maintain for each agreement, information indicating the specific FCC pricing methodology used by SWBT to determine the rates for the agreement.

(d) SWBT agrees to maintain on the Internet a posting of the title, address, telephone number, and fax number of the person to contact to review paper copies of the agreements.

3. SWBT commits to maintain at its headquarters in San Antonio detailed information concerning all affiliate transactions between SWBT and SBLD. This information includes the information posted on the Internet as well as the Detailed Billing Reports, which provide the month-by-month billing detail by specific contract, contract schedule, and pricing addendum. SWBT agrees to update the Detailed Billing Reports, which are available for inspection upon execution of a Protective Agreement, on a semi-annual basis.

## **ATTACHMENT B**

### **I. Collocation**

#### **A. General Provisions Relating to Physical Collocation**

1. SWBT agrees to be bound by the final FCC collocation rules.
2. Within 30 days of SWBT filing a revised physical collocation tariff, the Commission will approve the physical collocation tariff and pricing to bring such tariff and pricing into compliance, and keep such tariffs and pricing in compliance, with the FCC final rules on collocation.
3. SWBT shall not require unreasonable minimum space requirements for collocation by the CLEC. The CLEC must be able to purchase collocation space in amounts as small as that sufficient to house and maintain one rack or bay of equipment, (i.e., ten (10) square feet). (FCC - Para. 43)
4. SWBT may not utilize unreasonable segregation requirements to impose unnecessary additional costs on competitors. (FCC – Para. 42)
5. SWBT will apply the same space reservation policies to CLECs that it applies to itself.
6. CLECs shall be entitled to 24 hours per day / 7 days per week access to their collocated equipment (FCC – Para. 49)
7. In order to protect its equipment and its ability to offer service to retail customers, SWBT may impose security arrangements on the CLECs that are as stringent as the security arrangements SWBT maintains at its own "eligible structures" either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit

## ATTACHMENT B

of providing necessary protection of SWBT's equipment. (FCC – Para. 47) ("Eligible structure" has the meaning established under the Amended Collocation Tariff)

8. SWBT shall permit collocating carriers to construct their own cross-connect facilities between collocated equipment located on SWBT's "eligible structures," subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require CLECs to purchase any equipment or cross-connect capabilities solely from SWBT itself at tariffed rates. (FCC – Para. 33)
9. Performance measures relating to collocation shall be amended as necessary to comply with the FCC order and amended collocation tariff.
10. Pricing of collocation space:
  - (a) For shared collocation space, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating CLEC. The total charge must be prorated and allocated to a CLEC based on the percentage of the total space used by that CLEC. SWBT will prorate the charge for site conditioning and preparation for conditioning the space for collocation use by determining the charge and allocating that charge to a collocating carrier based on the percentage of the total space used by that carrier. (FCC Para. 41.)
  - (b) SWBT will allocate space preparation, security measures and other collocation charges on a pro-rated basis so the first CLEC in a premises will not be responsible for the entire cost of site preparation. (FCC – Para. 51)

## ATTACHMENT B

### B. Physical Collocation Tariff Revisions

SWBT agrees to amend the physical collocation tariff to incorporate the FCC rules on collocation, the provisions of this agreement, and the concerns that the Commission has deemed valid raised by CLECs during the 271 proceeding. The tariff revisions include:

1. Revised time intervals for price quotations and construction turnaround time: (a) a 10-day interval on notification of availability of space to the CLEC; (b) a 90 day construction turnaround time for active CO space and 140 days for all other space, except for the twenty offices that SWBT will identify in its tariff filing for which other space will be made available in 125 days. To the extent reasonable and necessary, time intervals for cageless collocation shall be shorter than for caged collocation.

Price quote intervals will be as follows and will run concurrent with the ten day notification interval for availability of space:

<u>Number of Applications by One CLEC</u>	<u>Quotation Interval</u>
1-5	10 Business Days
6-20	25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A CLEC may obtain a shorter interval for the return of price quotes and construction intervals than that set forth in the paragraph above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the CLEC applications.

## ATTACHMENT B

2. In the collocation tariff filing, SWBT will identify augment activities that can be achieved within 15, 30 and 60 day intervals.
3. Revisions and clarifications to the Third Party Review Process, including specifying the requirement that the third party independently evaluate the space reservation by SWBT and collocated CLECs within the CO, and the procedure for appeal of the third party evaluation. Other revisions relating to selection of a third party engineer and timeframes for the Third Party Review Process may also be made.
4. During construction of caged collocation space, CLECs shall be permitted up to four (4) inspections during the construction of Active Central Office Switchroom Space or Other Central Office Space during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, CLECs will be granted two additional visits per 30 day extension.
5. Ancillary charges for unique CLEC requests for collocation options directly attributable to the requesting carrier will not be prorated. Examples include power arrangements, remote switch module related options and POT bay related options. Non-carrier specific ancillary charges shall be prorated in accordance with FCC requirements. (FCC – Para. 41)
6. Application fees for various collocation options will be established in the tariff proceeding.
7. Revisions relating to space reservation procedures pursuant to the FCC Order and this agreement, including the removal of obsolete unused equipment from the CO upon reasonable request by a competitor or upon order by the Commission. Revisions to clarify that reservation of space by SWBT for future use shall be reasonable and consistent with the FCC Order and this agreement. (FCC – Para.'s 57-60)

## ATTACHMENT B

8. Revisions to reflect the FCC Order provisions on types of equipment that can be collocated, and revisions to expedite the procedure for addition and removal of equipment by a CLEC within its designated collocation space. CLECs will certify NEBS Level 1 safety compliance. If it is determined that the equipment is not NEBS Level 1 safety compliant, the CLEC will be responsible for removal of the equipment and all resulting damages. (FCC - Paras. 28-30)
9. Revisions to make the use of a POT frame optional. (FCC Para. 42)
10. Protest language in the tariffs will be removed.

### C. Collocation Space Available

1. SWBT agrees to implement the FCC's rules relating to collocation space availability. (FCC – Paras. 57-60)
2. SWBT will notify the CLEC as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. In the event of a denial, and within 10 days of the submission of the application, SWBT must submit to the CLEC a report indicating SWBT's available collocation space in a particular "eligible structure". The report must specify the amount of collocation space available at each requested "eligible structure," the number of CLECs collocating, and any modification in the use of the space since the last report. The report must also include measures that SWBT is taking to make additional space available for collocation. The Commission will permit SWBT to recover the costs of implementing this reporting measure from the CLECs in a reasonable manner. (FCC – Para. 58)
3. In the event that SWBT denies a collocation request due to space constraints, the CLEC may request a tour of the entire "eligible structure" in question (not just the room in which space was denied) without charge, such tour to take place within 10 days of the denial of space. If after the tour of the "eligible structure," SWBT and the CLEC disagree about

## ATTACHMENT B

whether space limitations at that "eligible structure" make collocation impractical, the CLEC may initiate a Third Party Review Process, with ultimate review, if necessary by the Commission. In the event a third party or the Commission determines that space is not available, SWBT will not be required to conduct a review of floor space availability in that same central office more frequently than once every six months. For SWBT central offices where space for collocation has been determined by a third party or the Commission to be exhausted, any changes in space availability will be posted on the Internet and provided to the CLECs in an Accessible Letter within 30 days. (FCC - Para. 57)

4. SWBT shall maintain a publicly available document for viewing on the Internet indicating its "eligible structures," if any, that are full; SWBT must update this document within 10 days of the date at which a "eligible structure" runs out of physical collocation space. The Commission will permit SWBT to recover the costs of implementing this requirement from the CLECs in a reasonable manner. (FCC – Paras. 57 & 58)
5. In order to increase the amount of space available for collocation, SWBT must remove obsolete unused equipment from its "eligible structure" upon reasonable request by a CLEC or upon order of the Commission. (FCC – Para. 60)
6. When initially denying a collocating request by a CLEC, SWBT will provide the Commission with a copy of the denial provided to the CLEC unless the CLEC waives the necessity for such filing. In the event of a denial of a CLEC's request for collocation, SWBT shall also submit to the Third Party Reviewer a copy of the report requested by the CLEC and the following information in support of its denial, provided under seal and subject to proprietary protections:
  - a. Central Office Common Language Identifier, where applicable;

## ATTACHMENT B

- b. The identity of the requesting CLEC, including amount of space sought by the CLEC;
- c. Total amount of space at the premises;
- d. Detailed Floor plans, including measurements of SWBT's premises, showing:
  - i. Space housing SWBT network equipment or administrative offices;
  - ii. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use;
  - iii. Space occupied by or reserved for Collocators;
  - iv. Space, if any, occupied by third parties for other purposes;
  - v. Remaining space, if any;
  - vi. Identification of turnaround space for the switch or other equipment;
  - vii. Planned Central Office rearrangement/expansion plans, if any; and
  - viii. Description of other plans, if any, that may relieve space exhaustion;
- e. Other relevant information requested by the Third Party Reviewer.

### D. Types of Available Physical Collocation Arrangements.

SWBT agrees to make each of the arrangements outlined below available within its "eligible structures" in accordance with its approved collocation tariffs so that CLECs will have a variety of collocation options from which to choose. At the option of the CLEC customer, SWBT will provide the following alternate types of physical collocation:

1. Caged Physical Collocation (Dedicated Space). SWBT will provide CLECs with caged physical collocation consistent with the terms of the Physical Collocation Tariff.
2. Shared Physical Collocation. SWBT will provide CLECs with shared physical collocation, where 2 or more CLECs can share a caged collocation space within the "eligible structure." SWBT will not increase the cost of site

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preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each CLEC based upon the percentage of total space utilized by each CLEC. SWBT will not unreasonably restrict a CLEC's use of a shared collocation cage. SWBT will permit each CLEC to order UNES to and provision service from the shared collocation space, regardless of which CLEC was the original collocator. (FCC - Para. 41)

3. Cageless Physical Collocation. SWBT will provide CLECs with cageless physical collocation in any unused space not reserved for future growth within the "eligible structure." SWBT will provide CLECs with an entrance to the central office premises, and once inside, the CLECs will have direct access to their equipment. SWBT will make cageless physical collocation space available in single-bay increments. SWBT will not require CLECs to use an intermediate interconnection arrangement, such as a POT frame. SWBT may, at its option, take reasonable steps to protect its own equipment, such as enclosing it with a wall or cage separating it from the cageless physical collocation space. If there is not sufficient space for SWBT to separate its equipment from the cageless physical collocation space by a wall or cage, SWBT may separate its equipment from the CLEC equipment by tape on the floor or other markings that are not physical separations. Accordingly, SWBT will not provide CLEC personnel or agents with direct access to SWBT's main distribution frame. (FCC - Paras. 42 & 43)
4. Adjacent Space Collocation. When space is legitimately exhausted inside a SWBT "eligible structure," SWBT will permit CLECs to physically collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. SWBT will permit CLECs to construct or otherwise procure such adjacent structure, subject only to reasonable safety and maintenance requirements, and zoning

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and other state and local regulations. SWBT will provide power and physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in the tariff. (FCC - Para. 44)

5. Other Physical Collocation Arrangements. SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible on another ILEC premises, unless the SWBT "eligible structure" cannot support the arrangement because of either technical reasons or lack of space. (FCC - Para. 45)

E. Security (Applicable to the Physical Collocation Arrangements as set forth in Section D preceding)

1. Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT will impose reasonable security measures to assist in protecting its network and equipment from harm. (FCC - Para. 48)
2. CLECs will conduct background checks of their personnel and technicians who will have access to collocation space. CLEC technicians will be qualified by SWBT in the same way as SWBT qualifies authorized contractors. CLEC personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. (FCC - Para. 48)
3. Disciplinary procedures will be established to ensure the safety and integrity of the "eligible structure" including but not limited to, procedures that require the responsible CLEC employee to be terminated for certain specified actions that damage or place the network or equipment of SWBT or other CLECs in jeopardy.
4. CLECs will provide indemnification and insurance to cover any damages caused by the CLECs' technicians at a level commensurate with the indemnification and insurance provided by SWBT authorized contractors with equivalent access.

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5. SWBT may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage, security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the "eligible structures" where collocation will take place. The Commission will permit SWBT to recover the costs of implementing these security measures from the CLECs in a reasonable manner. (FCC - Para. 48)
  6. CLECs will have access to their collocated equipment 24 hours a day, seven days a week, without a security escort. The CLEC shall provide SWBT with notice at the time of dispatch of the CLEC's own employee or contractor, to an eligible structure and, if possible, no less than 30 minutes notice for a manned structure and 60 minutes notice for an unmanned structure. SWBT will provide CLECs with reasonable access to restroom facilities and parking. (FCC - Para. 49)
- F. Concurrent with the filing of the revised Physical Collocation Tariff, SWBT will amend Section 26 of its Virtual Collocation Tariff to reflect the agreement in the 271 proceeding to eliminate provisions related to the transfer of title of virtually collocated equipment from CLECs to SWBT. This tariff will also be amended to include the options set forth below and to remove the protest language.
- G. Types of Available Virtual Collocation Arrangements.
- At SWBT's option in central offices, and at SWBT's option in other eligible structures where physical (including cageless) collocation space is available, or at the CLEC's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one of the following alternate types of virtual collocation:
1. Virtual Collocation wherein SWBT maintains and repairs the collocation equipment, consistent with the terms of the amended Section 25 of its Virtual Collocation Tariff.

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2. Virtual Collocation wherein the CLEC maintains and repairs the virtually collocated equipment. SWBT will provide a security escort with the CLEC paying the expense for the escort. In areas defined in SWBT's local exchange tariff as rate groups 5, 6, 7 and 8, SWBT will provide the security escort within 1 hour of notification by the CLEC. In areas defined in SWBT's local exchange tariff as rate groups 1, 2, 3, and 4, SWBT will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. Notice will be provided to SWBT's Local Operations Center, which will be available to receive notice 24 hours a day, 7 days a week. The CLEC shall conduct background checks of the technicians who have access to the collocation space. The technicians shall be qualified by SWBT in the same way as SWBT qualifies equipment suppliers with equivalent access. Disciplinary procedures shall be established to ensure the safety and integrity of the "eligible structure," including, *e.g.*, procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SWBT or other CLECs in jeopardy. SWBT may use security devices, *e.g.*, identification swipe cards, keyed access, and/or logs, as appropriate for the "eligible structure" where collocation will take place. The Commission will permit SWBT to recover the cost of such security devices from the CLECs in a reasonable manner. The CLEC shall provide indemnification and insurance to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by SWBT equipment suppliers with equivalent access. Provisioning of equipment required for virtual collocation, *e.g.*, power arrangements and interconnection arrangements will be provided in accordance with SWBT's Virtual Collocation Tariffs and interconnection agreements. In the event the FCC determines that SWBT may not require a security escort, then this Virtual Collocation option is no longer available to the CLEC.